## Exempt from Recording Fees per code 6103

RECORDING REQUESTED BY: The Pacific Gas and Electric Company 77 Beale Street San Francisco, California 94105-1814

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control Berkeley Office 700 Heinz Avenue Berkeley, California 94710 Attention: Barbara J. Cook, Chief Northern California - Coastal Cleanup Operations Branch DOC # 2002-208875

10/17/2002 11:48A DR Fee:NC
Page 1 of 26
Recorded in Official Records
County of San Mateo
Warren Slocum
Assessor-County Clerk-Recorder
ecorded By CALIFORNIA ENVIRONMENTAL



SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

26p

## COVENANT TO RESTRICT USE OF PROPERTY

### ENVIRONMENTAL RESTRICTION

(Re: PG&E Martin Service Center Brisbane and Daly City State Board of Equalization Parcel Numbers 135-41-28 Parcel 1, 135-41-28 Parcel 2, 135-41-28B Parcel 3, 135-41-28B Parcel 4, and 135-41-3A Parcel 3)

This Covenant and Agreement ("Covenant") is made by and between the Pacific Gas and Electric Company (the "Covenantor"), the current owner of property situated in Brisbane and Daly City, County of San Mateo, State of California, described in Exhibit "A", attached hereto and incorporated herein by this reference (the "Property"), and the Department of Toxic Substances Control (the "Department"). Pursuant to Civil Code section 1471(c), the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials as defined in Health and Safety Code ("H&SC") section 25260. The Covenantor and the Department, collectively referred to as the "Parties", hereby agree that the use of the Property be restricted as set forth in this Covenant.

## ARTICLE I STATEMENT OF FACTS

1.01. The Property, totaling approximately 49 acres is more particularly described and depicted in Exhibit "A", attached hereto and incorporated herein by this reference. The Property is located in the area now generally bound by Schwerin Street to the west, Geneva Avenue to the north, Bayshore Boulevard to the east, and Main Street, Bayshore Park, and the Midway Village Housing Complex to the south, in the County of San Mateo, State of California. This property is more specifically described as State Board of Equalization Parcel Numbers: 135-41-28 Parcel 1, 135-41-28 Parcel 2, 135-41-28B Parcel 3, 135-41-28B Parcel 4, and 135-41-3A Parcel 3.

1.02. The Property was remediated pursuant to two separate Remedial Action Plans and a subsequent Explanation of Significant Differences developed pursuant to Chapter 6.8 of Division 20 of the H&SC. Because hazardous substances, as defined in H&SC section 25316, which are also hazardous materials as defined in H&SC section 25260, including polycyclic aromatic hydrocarbons (PAHs), remain in the soil and groundwater in and under portions of the Property, the Remedial Action Plans provide that a deed restriction be required as part of the site remediation. The Department circulated the Remedial Action Plans, which include health risk assessments, together with negative declarations pursuant to the California Environmental Quality Act, Public Resources Code section 21000 et seg, for public review and comment. The first Remedial Action Plan prescribed remedial actions to be performed at Operable Unit 1 (OU-1) on the Property and the second Remedial Action Plan prescribed remedial actions to be performed at Operable Unit 2 (OU-2) on the Property. The OU-1 Remedial Action Plan and negative declaration were approved by the Department on June 7, 1993. The OU-2 Remedial Action Plan and negative declaration, were approved by the Department on July 20, 1998. Subsequently, the Department amended the OU-2 Remedial Action Plan by finalizing an Explanation of Significant Differences on September 26, 2000. Remediation at OU-1 included: 1) Covering the strip of land between Schwerin Street and the Martin Service Center property with a concrete cap with accommodations for trees; and 2) covering the berm along the southern boundary of the Martin Service Center Daly City Yard with a shotcrete cap and providing landscaping and drainage. Remediation at OU-2 included: 1) Management of soil generated by the Bayshore Storm Drain Improvement Project including chemical characterization and drying as required for on-site grading and off-site disposal; 2) Off-site transportation and disposal of soil containing concentrations of carcinogenic polycyclic aromatic hydrocarbons (cPNAs) greater than 10 milligrams per kilogram (mg/kg; 3) On-site screening and grading of soil containing concentrations of cPNAs less than or equal to 10 mg/kg, and placement of a final chip seal ("the Cap") over the graded area ("the Capped Property"); and 4) Construction and operation of a groundwater interceptor trench ("Interceptor Trench") along the Bayshore Boulevard boundary of the Martin Service Center property, more particularly described in the Engineering drawings in Exhibit B. The locations of the Caps and the Interceptor Trench are shown on Exhibit C. The operation and maintenance of the Caps and the Interceptor Trench are pursuant to an Operation and Maintenance Plan incorporated into the Operation and Maintenance Agreement between Covenantor and the Department dated August 30, 2002.

1.03. As detailed in the Remedial Action Plans and the subsequent Explanation of Significant Differences, as approved by the Department on June 7, 1993, July 20, 1998, and September 26, 2000, respectively, all or a portion of the subsurface soil below the Caps contain hazardous substances, as defined in H&SC section 25316, which include polycyclic aromatic hydrocarbons (PAHs) in the ranges set forth below: total PAHs up to 12,657 mg/kg (in lampblack). Groundwater levels in monitoring wells at the Property historically have ranged from 3.94 feet above the ground surface to 7.35 feet below the ground surface. Contaminants in the groundwater include PAHs at up to 3,566 micrograms per liter (ug/l) (unfiltered sample). The Department concludes that the groundwater could present an unacceptable threat to human health and safety should a complete pathway to the human receptor exist.

Based on the Remedial Action Plans and the subsequent Explanation of Significant Differences the Department concluded that use of the Property for a residence, hospital, school for persons under the age of 21, or day care center would entail an unacceptable health risk. The Department further concluded that the Property, as remediated, and subject to the restrictions of this Covenant, does not present an unacceptable threat to human safety or the environment if limited to commercial, industrial, or open space use.

## ARTICLE II DEFINITIONS

- 2.01. <u>Department</u>. "Department" means the California Department of Toxic Substances Control and includes its successor agencies, if any.
- 2.02. Owner. "Owner" means the Covenantor, its successors in interest, and their successors in interest, including heirs and assigns, who at any time hold title to all or any portion of the Property.
- 2.03. Occupant. "Occupant" means Owners and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

## ARTICLE III GENERAL PROVISIONS

- 3.01. Restrictions to Run with the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as "Restrictions"), subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and every Restriction: (a) runs with the land pursuant to H&SC section 25355.5(a)(1)(C) and Civil Code section 1471; (b) inures to the benefit of and passes with each and every portion of the Property, (c) is for the benefit of, and is enforceable by the Department and/or Covenantor, and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.
  - 3.02. Binding upon Owners/Occupants. Pursuant to H&SC section



2002-208875 10/17/2002 11:48A 25355.5(a)(1)(C), this Covenant binds all owners of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the owners, heirs, successors, and assignees. Pursuant to Civil Code section 1471(b), all successive owners of the Property are expressly bound hereby for the benefit of the Department.

- 3.03. Written Notice of the Presence of Hazardous Substances. Prior to the sale, lease or sublease of the Property, or any portion thereof, the owner, lessor, or sublessor shall give the buyer, lessee, or sublessee notice that hazardous substances are located on or beneath the Property, as required by H&SC section 25359.7.
- 3.04. <u>Incorporation into Deeds and Leases</u>. The Restrictions set forth herein shall be incorporated by reference in each and all deeds and leases for any portion of the Property.
- 3.05. Conveyance of Property. The Owner shall provide notice to the Department not later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding mortgages, liens, and other non-possessory encumbrances). The Department shall not, by reason of this Covenant, have authority to approve, disapprove; or otherwise affect proposed conveyance, except as otherwise provided by law, by administrative order, or by a specific provision of this Covenant.

## ARTICLE IV RESTRICTIONS

- 4.01. <u>Prohibited Uses</u>. The Property shall not be used for any of the following purposes:
  - (a) A residence, including any mobile home or factory built housing, constructed or installed for use as residential human habitation.
  - (b) A hospital for humans.
  - (c) A public or private school for persons under 21 years of age.
  - (d) A day care center for children.



### 4.02. Soil Management

- (a) No activities that will disturb the soil below the Caps (e.g., excavation, grading, removal, trenching, filling, earth movement, or mining) shall be allowed on the Property without a Soil Management Plan and a Health and Safety Plan approved by the Department.
- (b) Any contaminated soil brought to the surface by grading, excavation, trenching, or backfilling shall be managed in accordance with all applicable provisions of state and federal law.
- (c) The Owner shall provide the Department written notice at least fourteen (14) days prior to any building, filling, grading, mining, or excavating in the Property below the Caps or interceptor trench except for routine maintenance or installation of utility facilities if said maintenance or installation is performed in compliance with *Guidelines for Excavations at Former Manufactured Gas Plant Sites* (Pacific Gas and Electric, September 1991) or a comparable excavation guideline approved by the Department in advance of said maintenance or installation.
- 4.03. <u>Prohibited Activities</u>. The following activities shall not be conducted at the Property:
  - (a) Raising of food (cattle, food crops);
  - (b) Drilling for water, oil, or gas without prior written approval by the Department.
  - (c) Extraction of groundwater for purposes other than site remediation or construction dewatering.
  - 4.04. Non-Interference with Caps and Interceptor Trench. Covenantor agrees: -
  - (a) Activities that may disturb the Caps or the Interceptor Trench (e.g. excavation, grading, removal, trenching, filling, earth movement, or



- mining) shall not be permitted on the Property without prior review and approval by the Department except as specified in Section 4.02(c).
- (b) All uses and development of the Property shall preserve the integrity of the Caps and the Interceptor Trench.
- (c) The Caps and the Interceptor Trench shall not be altered without written approval by the Department.
- (d) Covenantor shall notify the Department of each of the following: (i) the type, cause, location, and date of any damage to the Caps or the Interceptor Trench including any work for which prior notice under 4.02 (c) was not required, and (ii) the type and date of repair of such damage. Notification to the Department shall be made as provided below within ten (10) working days of both the discovery of any such disturbance and the completion of any repairs. Timely and accurate notification by any Owner or Occupant shall satisfy this requirement on behalf of all other Owners and Occupants.
- 4.05. Access for Department. The Department shall have reasonable right of entry and access to the Property for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by the Department to protect the public health or safety, or the environment.
- 4.06. Access for Implementing Operation and Maintenance. The entity or person responsible for implementing the Operation and Maintenance Agreement shall have reasonable right of entry and access to the Property for the purpose of implementing the Operation and Maintenance Plan until the Department determines that no further Operation and Maintenance are required.

## ARTICLE V ENFORCEMENT

5.01. <u>Enforcement</u>. Failure of the Covenantor, Owner, or Occupant to comply with any of the Restrictions specifically applicable to it shall be grounds for the Department to

require that the Covenantor or Owner modify or remove any improvements ("Improvements" herein shall mean all buildings, roads, driveways, and paved parking areas) constructed or placed on any portion of the Property in violation of the Restrictions. Violation of this Covenant shall be grounds for the Department to file civil or criminal actions as provided by law.

## ARTICLE VI VARIANCE, TERMINATION, AND TERM

- 6.01. <u>Variance</u>. Covenantor, or any other aggrieved person, may apply to the Department for a written variance from the provisions of this Covenant. Such application shall be made in accordance with H&SC section 25233.
- 6.02 <u>Termination</u>. Covenantor, or any other aggrieved person, may apply to the Department for a termination of the Restrictions or other terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with H&SC section 25234..
- 6.03 <u>Term</u>. Unless ended in accordance with the Termination paragraph above, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

## ARTICLE VII MISCELLANEOUS

- 7.01. <u>No Dedication Intended</u>. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property or any portion thereof to the general public or anyone else for any purpose whatsoever.
- 7.02. <u>Department References</u>. All references to the Department include successor agencies/departments or other successor entity.



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- 7.03. <u>Recordation</u>. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of San Mateo within ten (10) days of the Covenantor's receipt of a fully executed original.
- 7.04. Notices. Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Owner:

Darrell S. Klingman
The Pacific Gas and Electric Company
77 Beale Street
San Francisco, California 94105

To Department:
Barbara J. Cook, P.E., Chief
Northern California
Coastal Cleanup Operations Branch
Department of Toxic Substances Control
700 Heinz Avenue, Suite 200
Berkeley, CA 94710

Any party may change its address or the individual to whose attention a Notice is to be sent by giving written Notice in compliance with this paragraph.



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- 7.05. <u>Partial Invalidity</u>. If any portion of the Restrictions or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.
  - 7.06 Statutory References. All statutory references include successor provisions.
  - 7.07 Replacement and Recision of Existing OU-1 Deed Restriction. This document replaces and rescinds the existing Covenant and Agreement to Restrict the Use of Property, dated March 7, 1995 between the Department and PG&E for the Martin Service Center Daly City Yard.

IN WITNESS WHEREOF, the Parties execute this Covenant.

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Covenantor - Lee Pacific	1385800 EIECH	iic Combany

By:

Title:

Robert L. Harris, Vice President- Environmental Affairs

Date:

Department-of Toxic Substances Control

By:

Title:

Barbara J. Cook, P.E., Chief

Northern California

Mary !

Coastal Cleanup Operations Branch

Date:

5006/51/101

#### STATE OF CALIFORNIA

COUNTY C	)F	SAN FRANCISCO	)		
On this	10th	day of	October .	, in the year	2002
before me_	<del> </del>	Alline D. A	Adams	, personally	appeared
Robert L.	Harris.				

personally known to me (expressed to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is /axe subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

ALLINE D. ADAMS
Comm. # 1232766
NOTARY PUBLIC - CALIFORNIA
City & County of San Francisco
My Comm. Expires Aug. 21, 2003

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#### STATE OF CALIFORNIA

COUNTY OF <u>Clameda</u>	
On this 17th day of October	, in the year <u>2002</u>
before me Nicole Dee Thuemmler	, personally appeared
Barbara J. Cook.	

person(s) whose name(s) is /are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(e) acted, executed the instrument.

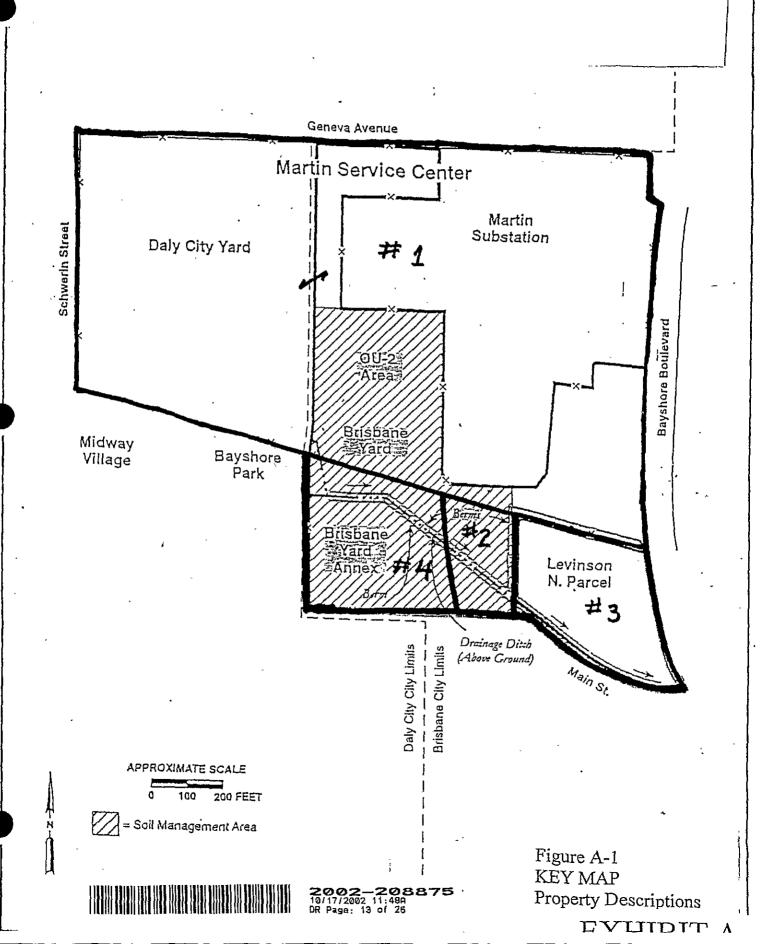
WITNESS my hand and official seal.

Signature Micole Dee Therenne

NICOLE DEE THUEMMLER Comm. # 1350260 NOTARY PUBLIC CALIFORNIA IN Alameda County
My Comm. Expires April 8, 2006



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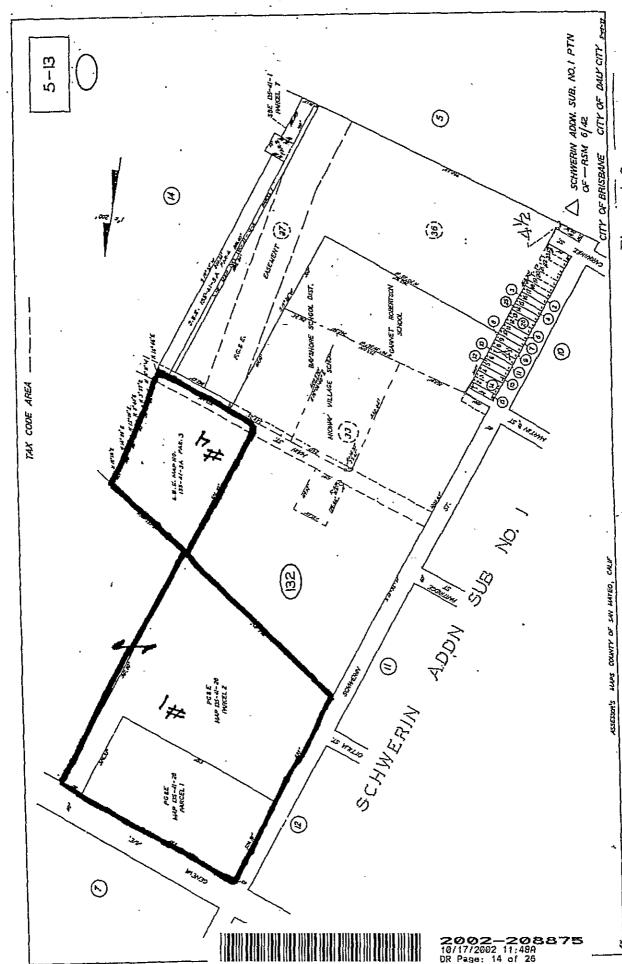


Figure A-2 PROPERTY OUTLINES Properties 1 (partial) and 4

Figure A-3
PROPERTY OUTLINES
Properties 1 (partial), 2 and 3
FYMIRIT

MARTIN SUB

For Pipe Line Easement to City and Co of S.F., see 197-540

ABS-238

103-500

FILE NO. 197-2

THIS INDENTURE made by and between the MERCANTILE TRUST COMPANY OF SAN FRANCISCO, a corporation duly organized and existing under and by virtue of the laws of the State of California, and having its office and principal place of business in the City and County of San Francisco, State aforesaid, the party of the first part, and the SAN MATEO POWER COMPANY, a corporation also duly organized and existing under and by virtue of the laws of the State! of California, and having its office and principal place of business in the said City and County of San Francisco, the party of the second

#### WITNESSETH:

That the said party of the first part, for and in consideration of the sim of ten dollars (\$10.00) gold coin of the United States of America to it paid by the said party of the second part, the receipt whereof is hereby acknowledged, does hereby remise, release and forever quitelaim unto the said party of the second part, its successors and assigns, that certain tract or parcel of land which is situate in the County of San Mateo, State of California, and is bounded on the north by a highway known as Walbridge Strest, on the west by the lands of Schwerin, on the south by the lands of Partridge and on the east by the highway known as the San Bruno Road, and is more particularly described as follows, viz:-

Commencing at the intersection of the center line of Walbridge Street with the center line of Schwerin Street, and running thence southerly along the center line of said Schwerin Street produced southerly, south eighteen and one-half (18%) degrees west eleven and 48/100 (11.48) chains more or less to the southwesterly corner of said tract of land; thence running southeasterly along the boundary line between the said tract of land and the said lands of Partridge,





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south fifty-six and three fourths (56%) degrees east thirty-two (32) chains more or less to the San Bruno Road; thence along the San Bruno Road in a general northerly direction twenty-two chains more or less to the intersection of said San Bruno Road with said Walbridge Street; and thence westerly along said Wabridge Street thirty (30) chains more or less to the point of beginning, except a cortain parcel of land situate in the northeasterly corner of said tract, having a frontage of approximately one hundred (100) feet on Walbridge Street and one hundred and twenty-five (125) feet on said San Bruno Road, which was heretofore granted by Isabella D. Walbridge, Thomas H. Walbridge, Narcissa Grace Secor and Mary D. Hewton to Guiseppe Lercari by a deed which is recorded in the office of the County Recorder of San gateo County in Volume 96 of Deeds at page 249; and also except ahether certain parcel of land which adjoins the last mentioned parcel on the westerly side thereof and which is more particularly described as follows, viz:-

Beginning at the northwesterly corner of said parcel of land which was granted by said Isabella D. Walbrdige, Thomas H. Walbridge Narcissa Grance Secor and Mary D. Newton to the said Lercari, and running, thence westerly along the southerly line of Walbridge Street seventy-five (75) feet; thence at right angles southerly one hundred and twenty-five (125) feet; thence at right angles easterly seventy-five (75) feet to the southwesterly corner of the said parcel of land which was granted as aforesaid to said Lercari, and thence northerly one hundred and twenty-five (125) feet to the point of beginning.

TOGETHER with all and singular the tenements, hereditaments, and appurtenances thereinto belonging or in anywise appertaining, and the rents, issues and profits thereof.

TO HAVE AND TO HOLD unto the said party of the second part, its successors and assigns forever to its and their proper use and behoof.



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DESCRIPTION OF THE TRACT OF LAND COVERED BY THIS POLICY OF INSURANCE:



That certain parcel of land in the county of San Mateo, state of California, which is described as follows:

Beginning at a point which is distant South 19° 35' West one hundred sixty-nine (169) feet and South 70° 35' East eleven hundred sixty-three and three tenths (1163.3) feet from an iron monument set at the Northeasterly corner of the intersection of Schwerin Street with Partridge Avenue as the same are shown on the recorded map of the Schwerin Tract; thence South 70° 25' East two hundred thirty and fifty-five one hundredths (230.55) feet to a stone monument; thence North 19° 35' East three hundred thirty-six (336) feet, more or less, to a point in the Northerly boundary line of the lands of Partridge; thence on and along said line North 55° 37' West three hundred four and eight tenths (304.8) feet to the Easterly boundary line of the lands of Sierra and San Francisco Power Co.; thence Southwest-erly on and along said Easterly boundary line four hundred twelve; and seven tenths (412.7) feet, more or less, to the point of beginning.

Containing two and twenty-one one hundredths (2.21) acres of land.

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#### LEGAL DESCRIPTION

CITY OF BRISBANE

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF BRISBANE, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, BEING A FORTION OF LOT "A"-2, AS SAID LOT IS SHOWN ON THE MAP OF THE PARTITION OF THE PARTRIDGE TRACT, VISITACION VALLEY, WHICH WAS RECORDED IN BOOK 12 OF MAPS, AT PAGE 76, SAN MATEO COUNTY RECORDS, SAID PORTIONS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT "A"-2, AS SHOWN ON SAID MAP; THENCE ALONG THE NORTHEASTERLY LINE OF SAID LOT, SOUTH 55° 54' 00" EAST (CALLED SOUTH 55° 49' EAST ON SAID MAP), 446.35 FEET TO A POINT THEREON WHICH IS THE MOST NORTHERLY CORNER OF LANDS DESCRIBED AS PARCEL 1 IN THE DEED FROM PACIFIC BONE COAL AND FERTILIZING COMPANY TO THE STATE OF CALIFORNIA, DATED APRIL 2, 1930 AND RECORDED JUNE 30, 1930. IN BOOK 482, OFFICIAL RECORDS OF SAN MATEO COUNTY, PAGE 259; THENCE ALONG THE WESTERLY LINE OF SAID STATE LANDS; FROM A TANGENT THAT BEARS SOUTH 4° 40' 01" WEST, SOUTHERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1462.50 FEET AND A CENTRAL ANGLE OF 15° 42' 12", AN ARC DISTANCE OF 400.83 FEET TO INTERSECT WITH THE SOUTHWESTERLY LINE OF SAID LOT "A"-2, AS SHOWN ON SAID MAP; THENCE ALONG SAID SOUTHWESTERLY LINE, NORTH 55° 49' 00" WEST, 605.63 FEET TO THE MOST WESTERLY CORNER OF SAID LOT "A"-2; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT, NORTH 19° 28' 00" EAST, 327.67 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NO. 005-141-020

JOINT PLANT NO. 005-014-141-02



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#### SCHEDULE "A".

DESCRIPTION OF THE PROPERTY COVERED BY THIS POLICY OF INSURANCE:

All those certain lots, pieces or parcels of land situate, lying and being in the County of San Mateo. State of California and bounded and described as follows, to-wit:-

Beginning at a point which is distant the following courses and distances from the intersection of the westerly line of Schwerin street with the southerly line of Partridge Avenue as the same is shown upon the map of the Schwerin Addition on file. In the Utrice of the Recorder of San Mateo County; south 19 degrees 35 minutes west 145 feet and south 70 degrees 25 minutes east 796 feet to said point of beginning; thence south 70 degrees 25 minutes east 423.3 feet; thence north 15 degrees 46 minutes east 30.07 feet, north 4 degrees 11 minutes west 50 feet, north 3 degrees 57 minutes east 50 feet, north 9 degrees 45 minutes east 60 feet, north 12 degrees Ul minutes east 60 feet, north 14 degrees bu minutes east 100 feet, north 18 degrees 10 minutes east 92.7 feet to a point in the northerly boundary line of the lands of Partridge, thence on and along said boundary line north 55 degrees 49 minutes west 372.01 feet, thence leaving said boundary line south 19 degrees 35 minutes west 528.5 feet to the point of beginning.

Also- A strip of land 50 feet in width more particularly described as follows:-

Beginning at a point which is distant the following courses and distances from the intersection of the westerly line of Schwerin street with the southerly line of Eartridge Avenue as the same is shown upon the map of the Schwerin Addition on file in the Office of the Recorder of San Mateo County, south 19 degrees 35 minutes west 145 feet and south 70 degrees 25 minutes east 1169.3 reet to said point of beginning; thence south 15 degrees 45 minutes west 30.07 feet, south 19 degrees 35 minutes west 1095.6 feet to a point in the southerly boundary line of the lands of Partridge; thence on and along said boundary line south 74 degrees 35 minutes east 50.13 feet; thence leaving said boundary line north 19 degrees 35 minutes east 1092 feet, north 15 degrees 45 minutes east 30.07 feet, north 70 degrees 25 minutes west 50 feet to the point of beginning.

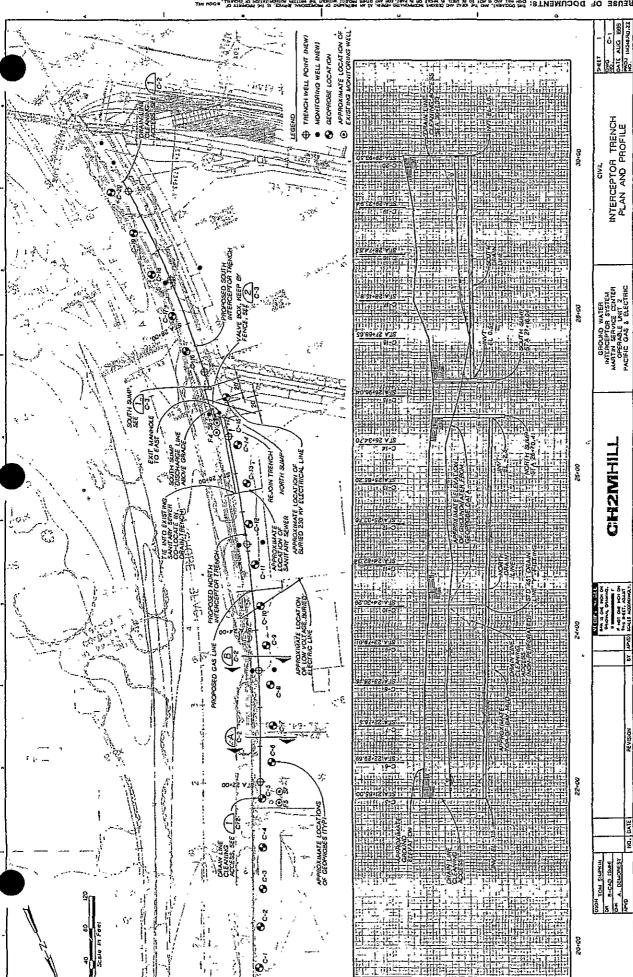
Excepting therefrom, however, a strip of land commencing at a point on the westerly line of the property hereinabove described and being distant thereon 160 feet northerly from the south erly boundary line of said property hereinabove described, and running thence northerly along said westerly line 75 feet; thence at a right angle easterly 50 feet; thence southerly and along the easterly line of the property hereinabove described 75 feet, and thence westerly 50 feet to the point of commencement.



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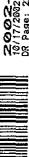
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## EXHIBIT B

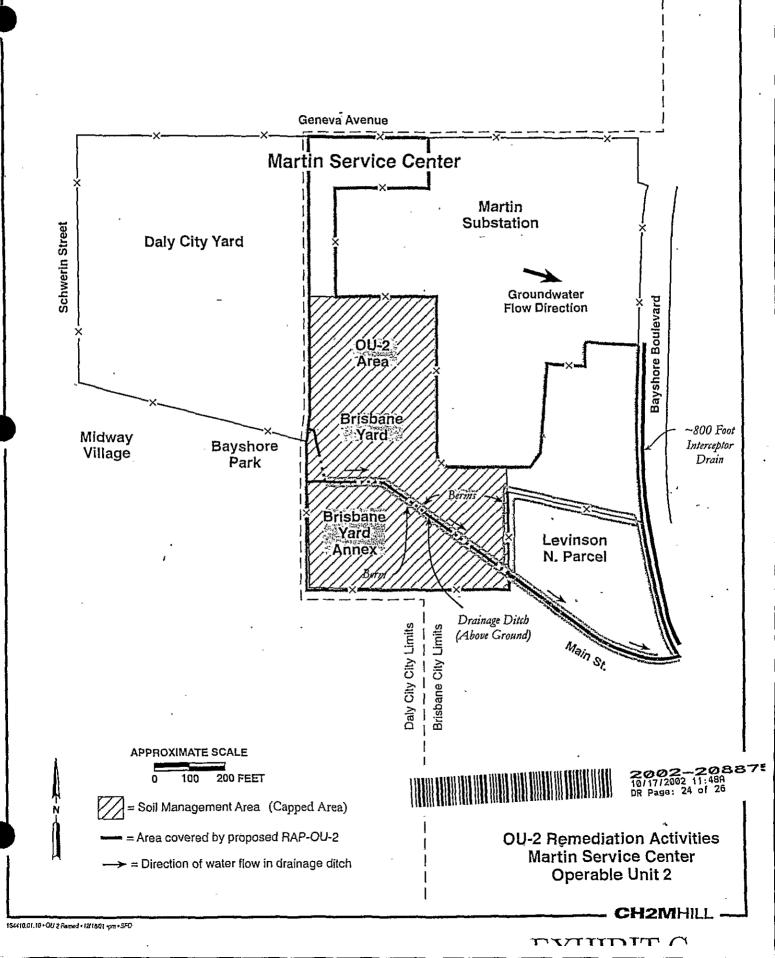
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# EXHIBIT B

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